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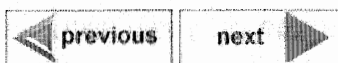
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## Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Title = As Far As We Can Go

Search Results: Displaying 1 of 10 entries

[Labeled View](#)

*As Far As We Can Go.*

**Type of Work:** Sound Recording and Music

**Registration Number / Date:** SRu001038486 / 2011-09-09

**Application Title:** As Far As We Can Go.

**Title:** As Far As We Can Go.

**Description:** Compact disc + Print material.

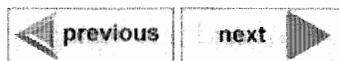
**Copyright Claimant:** Dan Pokorni, 1959-. Address: 4520 N. Richmond St., Chicago, IL, 60625-3826, United States.

**Date of Creation:** 2011

**Authorship on Application:** Dan Pokorni, 1959- ; Domicile: United States; Citizenship: United States.  
Authorship: sound recording, performance, production, music, lyrics.

**Rights and Permissions:** Dan Pokorni, 4520 N. Richmond St., Chicago, IL, 60625-3826, United States, (773) 704-3868, (773) 478-8513, dpokorni@aol.com

**Names:** Pokorni, Dan, 1959-



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## Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Title = Bad Days

Search Results: Displaying 13 of 85 entries

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### *Bad Days.*

**Type of Work:** Sound Recording and Music

**Registration Number / Date:** SRu000966389 / 2010-08-06

**Application Title:** Bad Days.

**Title:** Bad Days.

**Description:** Compact disc.

**Copyright Claimant:** Dan Pokorni, 1959- . Address: 4520 N. Richmond St., Chicago, IL, 60625-3826, United States.

**Date of Creation:** 2010

**Authorship on Application:** Dan Pokorni, 1959- ; Citizenship: United States. Authorship: sound recording, performance, production, music, lyrics.

**Rights and Permissions:** Dan Pokorni, 4520 N. Richmond St., Chicago, IL, 60625-3826, United States, (773) 704-3868, (773) 478-8513, dpokorni@aol.com

**Names:** [Pokorni, Dan, 1959-](#)

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## Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Title = Cast Our Love Away

Search Results: Displaying 1 of 1 entries

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Labeled View

*Cast Our Love Away.***Type of Work:** Sound Recording and Music**Registration Number / Date:** SRu000936509 / 2009-10-23**Application Title:** Cast Our Love Away.**Title:** Cast Our Love Away.**Description:** Compact disc + lyrics sheet.**Copyright Claimant:** Dan Pokorni. Address: 4520 N Richmond St, Chicago, IL 60625-3826.**Date of Creation:** 2009**Authorship on Application:** Dan Pokorni, 1959- ; Domicile: United States; Citizenship: United States.  
Authorship: music, sound recording, performance, production.Tony Daley; Domicile: United States; Citizenship: United States. Authorship: lyrics,  
sound recording.**Rights and Permissions:** Dan Pokorni, 4520 N Richmond St, Chicago, IL, 60625-3826, (773) 704-3868, (773) 478-8513, dpokorni@aol.com**Copyright Note:** C.O. correspondence.**Names:** Pokorni, Dan, 1959-Daley, Tony[◀ previous](#) [next ▶](#)**Save, Print and Email (Help Page)**

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EXHIBIT C



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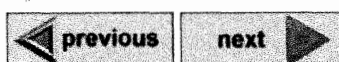
Start Over

## Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Title = Change in the Blink of an Eye

Search Results: Displaying 1 of 2 entries

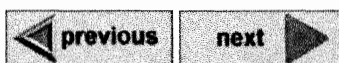


Labeled View

### *Change In The Blink Of An Eye.*

**Type of Work:** Sound Recording and Music**Registration Number / Date:** SRu001019871 / 2011-05-05**Application Title:** Change In The Blink Of An Eye.**Title:** Change In The Blink Of An Eye.**Description:** Electronic file (eService).**Copyright Claimant:** Dan Pokorni, 1959- . Address: 4520 N. Richmond St., Chicago, IL, 60625-3826, United States.**Date of Creation:** 2010**Authorship on Application:** Dan Pokorni, 1959- ; Domicile: United States; Citizenship: United States.

Authorship: performance, production, music, lyrics.

**Previous Registration:** 2010, SRu 946-030.**Pre-existing Material:** performance, production, music, lyrics.**Basis of Claim:** sound recording.**Rights and Permissions:** Dan Pokorni, 4520 N. Richmond St., Chicago, IL, 60625-3826, United States, (773) 704-3868, dpokorni@aol.com**Names:** Pokorni, Dan, 1959-

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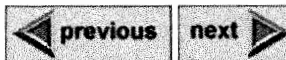
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## Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Title = I Hate Tom Cruise

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**Labeled View**

*I hate Tom Cruise.*

**Type of Work:** Music

**Registration Number / Date:** PAu003130132 / 2007-04-17

**Title:** I hate Tom Cruise.

**Copyright Claimant:** Dan Pokorni

**Date of Creation:** 2007

**Rights and Permissions:** Rights & permissions info. on original appl. in C.O.

**Copyright Note:** Cataloged from appl. only.

Words & music.

**Names:** Pokorni, Dan

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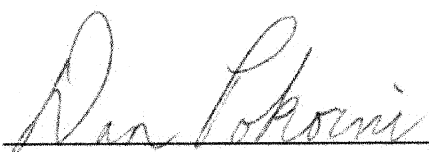
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May 1, 2021

Dear Settlement Administrator:

Regarding the disputed ownership issue over "Smash" the parties involved (Dan Pokorni and Eddie Caldwell) have resolved, affirmed and signed below that Dan Pokorni is the copyright owner of "Smash." Kindly release royalties forthwith and thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Dan Pokorni". The signature is written in dark ink and is positioned above a horizontal line.

Dan Pokorni

DocuSigned by:

A handwritten signature in cursive script that reads "Eddie Caldwell". The signature is written in dark ink and is positioned above a horizontal line.

009374454BDD4EC...

Eddie Caldwell

Dear Claimant,

Pursuant to the terms of the Ferrick vs. Spotify USA Inc. settlement, the Settlement Administrator is sending you this Notice to inform you that there are inconsistent or competing claims of ownership to one or more of your Claimed Musical Works (a "Royalty Ownership Dispute"). **Unless and until this dispute is resolved in your favor, you will not receive any royalty payments with respect to the Claimed Musical Work(s) implicated in the dispute.** A copy of this notice is also being sent to the other party or parties that have claimed an ownership interest in the Claimed Musical Work(s) at issue.

We have attached a report (the "Report") that lists each of your Claimed Musical Works for which there is an Royalty Ownership Dispute, as well as the related tracks claimed by you. The Report contains a table that lists—for each Claimed Musical Work for which there is an Royalty Ownership Dispute—the information provided by you and the other party or parties who claim an ownership interest in that work. In particular, Column R provides the name of the party or parties who claim a conflicting ownership interest with respect to each listed work.

**Pursuant to the Settlement Agreement, any royalty payments related to disputed Claimed Musical Works that would be otherwise payable to you will be held in escrow until such time as the parties claiming an ownership interest have resolved the Royalty Ownership Dispute, either voluntarily among themselves or by commencing an appropriate action in a court or other tribunal with jurisdiction over the parties. Neither the Settlement Administrator nor Spotify shall be deemed to be a necessary party to such an action.**

**If your claim of ownership with respect to any Claimed Musical Work was made in error, please contact the Settlement Administrator using the contact information listed below to withdraw your claim so that the dispute can be deemed resolved.**

If your claim was not made in error, and you are able to resolve the Royalty Ownership Dispute, please send the following documents to the Settlement Administrator using the contact information listed below:

A letter or agreement signed by all of the parties who claimed ownership of the disputed Claimed Musical Work(s) stating that the dispute has been resolved and attaching a copy of the Report in which you have filled in Columns Q and S with the corrected ownership percentages; OR

a certified copy of the judgment of the court or other tribunal resolving the Royalty Ownership Dispute.

Please send the required documents to  
info@SpotifyPublishingSettlement.com or by mail to the following address:

Ferrick v. Spotify USA Inc. c/o Epiq, Inc. P.O. Box 3560 Portland, OR 97208-3560

If you have any questions, feel free to contact us at  
info@SpotifyPublishingSettlement.com or 855-474-3853.

Sincerely

Ferrick v. Spotify USA Inc. Settlement Administrator





## Publishing/Licensing Agreement

**Term:** October 2012 – October 2015 or agreement will last until duration of deals secured.

**AGREEMENT** made and entered into this herein below date, by and between Eddie C Life Music or Mediterranean Sun (hereinafter referred to as the "Publisher") and Dan Pokorni, 4520 N. Richmond St., Chicago, IL 60625-3826 (hereinafter referred to as "Assignee").

The Publisher and Assignee agrees as follows concerning musical composition songs on Appendix A of agreement.

Written by Dan Pokorni

For good and valuable consideration by each of the parties hereto given to the other, receipt of which is hereby acknowledged, and in consideration of the promises and covenants hereinafter contained, IT IS AGREED AS FOLLOWS:

**Grant of Rights-** In exchange for the best good faith efforts of Eddie C Life Music or Mediterranean Sun. (Publisher) to render production services and use its resources to secure sub publishing deals, music placements for Assignee's compositions in film, television, DVD, compilations, song placements, digital, mobile, and online distribution, internet and/or other distribution mediums now known or hereinafter devised:

- Assignee grants Eddie C Life Music or Mediterranean Sun. (Publisher) 'Attorney-in-fact' rights to negotiate conclude and execute on its behalf all agreements, licenses and documents necessary to effectuate this agreement and/or exploit the compositions set forth in this agreement.

Assignee grants to publisher, the Exclusive right to administer, re-title, for 36 months, both master and sync rights of the compositions listed in the Assignee agreement. Assignee agrees to assign 100% of his so-called "publishers" share to Publisher for 36 months or if a deal is secured in perpetuity. Publisher shall collect fees for placements of masters on non-interactive webcast and streaming of masters (Payable by Sound Exchange in the US) The collection right is for masters only. **SOLELY IN TERRITORIES WHERE PUBLISHER HAS SECURED SUB PUBLISHING, AND LICENSING DEALS.**

1. Publisher shall deduct from gross publishing receipts (monies received) for the following expenses to the extent that said expenses were actually paid or incurred by the Publisher including, but not limited to, songwriter's royalties and advances, registration fees, demonstration tapes, lead sheets, arrangements, and all other miscellaneous, fees and expenses incurred in behalf of said composition; Publisher shall pay to Assignee FIFTY (50%) of:

**EXHIBIT G**

a) Upfront Sync Fees, of film/tv/media scoring, cues, master use licensing, digital, mobile, less administrative deductions and cost.

(b) Extraordinary expenses (for example, advertising publicity, promotional expenses) shall not be incurred, or if incurred, not compensated or reimbursed for without the written consent of the other approving the expenditure and agreeing to share therein.

(c) In the event of extraordinary expenses were agreed upon, but the expenses not equally borne, Publisher shall make the required adjustments at the time of paying Assignee.

2. The copyrights shall be administered by the Publisher **SOLELY IN TERRITORIES WHERE PUBLISHER HAS SECURED SUB PUBLISHING, AND LICENSING DEALS.**

3. Sheet music and all printed material concerning the composition shall bear the name(s) of the copyright registrant(s).

4. Record labels shall bear the names of both parties.

5. Artist shall receive performance monies, if any, directly from Artist's performance rights society (ASCAP) **SOLELY IN TERRITORIES WHERE PUBLISHER HAS SECURED SUB PUBLISHING, AND LICENSING DEALS.**

6. Only the Publisher shall issue licenses and sub-publication rights **SOLELY IN TERRITORIES WHERE PUBLISHER HAS SECURED SUB PUBLISHING, AND LICENSING DEALS.**

7. Publisher shall make royalty statements and payments to the composer(s).

8. Publisher shall render statements and make payments to Assignee semi-annually within SIXTY (60) days after the last day of each January through June and July through December semi-annual period.

9. Assignee agrees that Publisher shall issue all licenses for the mechanical reproduction, and synchronization uses of said composition, and for sub-publication rights to said composition **SOLELY IN TERRITORIES WHERE PUBLISHER HAS SECURED SUB PUBLISHING, AND LICENSING DEALS.**

10. Publisher shall be free to make licensing and sub-publication agreements **SOLELY IN TERRITORIES WHERE PUBLISHER HAS SECURED SUB PUBLISHING, AND LICENSING DEALS** without consulting Assignee and upon whatever terms it deems wise or wishes.

**Representations and Warranties:** 1) Artist represents and warrants that Artist is free to enter into this agreement; 2) Artist represents and warrants that compositions submitted to Eddie C Life Music or Mediterranean Sun do not contain samples and/or replays; 3) Artist represents and warrants that it owns and controls 100% of the compositions

contain samples and/or replays; 3) Artist represents and warrants that it owns and controls 100% of the compositions submitted by Artist to Eddie C Life Music or Mediterranean Sea. 4) Artist represents and warrants that any and all compositions submitted to Eddie C Life Music or Mediterranean Sun lack encumbrances of any kind (i.e. fees for vocalists, musicians, etc.); 5) Artist represents and warrants that Artist shall be exclusively liable for any costs, payments, etc. due any third parties rendering services of any sort in connection with compositions submitted by Artist; and 6) Artist represents and warrants that Artist shall not enter into any agreement(s) with outside third parties that shall materially interfere with the terms of this agreement.

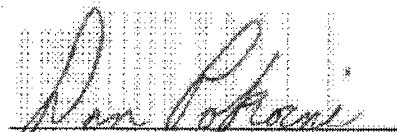
**Indemnification:** Assignee shall defend and indemnify Publisher. And otherwise hold the Publisher and any of its licensees, assigns, employees, etc. free and harmless from and any and all liabilities, claims, demands, damages, costs, penalties and expenses including, without limitation, court costs and reasonable attorney's fees, arising out of any breach by Artist of Artist agreements, representations and/or warranties hereunder.

IN WITNESS WHEREOF, we hereunto set our hands this 28<sup>th</sup> day of October, 2012.



PUBLISHER

Eddie C Life Music (BMI) or Mediterranean Sun (ASCAP)



ASSIGNEE

Dan Pokorni

Appendix A

Smash

As Far As We Can Go\*

Bad Days

Cast Our Love Away\*

Change in the Blink of an Eye

I Hate Tom Cruise

\*listed with another publisher